UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

WYMAN GORDON PENNSYLVANIA, LLC

Cases 04-CA-182126
04-CA-186281
and 04-CA-188990

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC

Rebecca A. Leaf and Mark Kaltenbach, Esqs., for the General Counsel.
Lori Armstrong Halber, Samantha Sherwood Bononno and Rick Grimaldi, Esqs.
(Fisher & Phillips, LLP, Radnor, Pennsylvania) for the Respondent.
Nathan Kilbert and Antonia Domingo, Esqs,
(United Steelworkers, Pittsburgh, Pennsylvania) for the Charging Party.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania on March 19 and 20 and April 23-25, 2018. The United Steelworkers filed the initial charge in case 4-CA-182126 on August 15, 2016; the initial charge in 4-CA-186281 on October 17, 2016 and the initial charge in 4-CA-188990 on December 1, 2016. The most recent version of the complaint was issued on March 8, 2018.

On the entire record,[1] including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, Respondent, the Charging Party Union and the National Right to Work Legal Defense Foundation,[2] I make the following

[1] Tr. 682, line 3 should read, "there's really not a lot of competitors."

[2] I granted the Foundation limited intervention to file a post-trial brief on behalf of William Berlew. I also gave its lawyers permission to object if their clients were asked questions that could violate the attorney-client privilege. There were no such objections.

FINDINGS OF FACT

I. JURISDICTION

Respondent, a corporation, manufactures components for aircraft engines at its facility in Plains, Pennsylvania, where it annually sells and ships goods valued in excess of $50,000 directly to points outside of Pennsylvania. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, the United Steelworkers of America, is a labor organization within the meaning of Section 2(5) of the Act.

Respondent, which a subsidiary of Precision Castparts Corporation (PCC), operates a facility in Plains, Pennsylvania near Wilkes-Barre. This facility, commonly referred to as the Tru-Form plant, manufactures components for aircraft engines. After a representation election in 2014[3] and a hearing on Respondent's objections, the Board certified the Steelworkers as the collective bargaining representative of the production, maintenance and shipping employees at the Tru-Form plant on April 14, 2015. In the election, 24 employees voted in favor of representation; 22 voted against representation.

The parties had 25 collective bargaining sessions between September 17, 2015 and November 17, 2016. 12 of these sessions were conducted during the last 3 and 1/2 months (August-November) prior to Respondent withdrawing recognition of the Union on November 29, 2016. 13 were held between September 2015 and July 2016. Prior to September 2015, the parties met in May 2015 to discuss Respondent's health insurance policies. The lead negotiator for Respondent throughout contract negotiations was attorney Rick Grimaldi from the Fisher & Phillips law firm. The lead negotiator for the Union was business agent Joseph Pozza until August 26, 2016. Pozza continued to attend and serve as the Union's chief negotiator at some negotiating sessions after August 26, but the Union's principal negotiator at the August 26, September 1, September 12, October 26, October 27 and November 17 sessions was Steelworkers' attorney Nathan Kilbert.

II. ALLEGED UNFAIR LABOR PRACTICES

Withdrawal of recognition/The decertification petition (complaint paragraph 14)[4]

Sometime prior to October 11, 2016, Tru-Form employee William Berlew asked Respondent's Area Manager Tim Brink about initiating a decertification petition. Brink referred

[3] Tr. 775-6, 784. There was an earlier election, possibly in April 2013, Tr. 775-76.

[4] Whether or not the petition demonstrated that the Union lost majority support was clearly fairly and fully litigated. Respondent did not object that the validity of the petition was outside the scope of the complaint, elicited testimony regarding the validity from its own witnesses and addressed the issue at pages 17-21 of its post hearing brief, *Yellow Ambulance Service,* 342 NLRB 804, 824 (2004). Moreover, the validity of the petition on which withdrawal was based is an affirmative defense which must be raised, and it in fact was raised by the Respondent. The General Counsel is not required to plead the invalidity of the petition.

Berlew to the National Right to Work Legal Defense Foundation (NRTWF). Berlew, a day shift employee, and Michael Shovlin, a third shift employee, began gathering names on a document between October 12 and 20. A 22nd name was added on November 8 and a 23rd on November 14. There is no explanation in this record for the timing of this activity. The Union's certification year expired in April 2016 at which point the dissatisfied employees were free to seek decertification. Things that had changed between April and October 2016 were the alleged commission of unfair labor practices. Among these were that employees had not granted a wage increase on August 1, as in past years without bargaining with the Union about the increase. Another thing that had changed was that negotiations between the Union and Respondent had dragged on for another 6 months. A third change was an increased frequency in negotiating sessions and tentative agreements between the Union and Respondent.

Tim Brink testified that a lot of the employees who signed the decertification petition had been vocal in their opposition to the Union ever since the representation election. Brink further testified that, "so normal course of the day, several employees would stop and ask me where we were, how we were doing, is this behind us, how long till it's over things of that nature," Tr. 526.

It is unclear over what period Brink fielded these inquiries or what he said to the employees in response. However, Brink never told any of these employees that Respondent had an obligation to bargain in good faith with the Union and execute a collective bargaining agreement with it if an overall agreement was reached.

On November 23, 2016, Aaron Solem, an attorney with the National Right to Work Legal Defense Foundation sent a letter to Rick Grimaldi, Respondent's chief negotiator. Solem advised Grimaldi that he represented William Berlew, an employee at the Tru-Form plant. The letter also advised Grimaldi that Berlew had proof in the form of a petition signed by 23 of the 43 bargaining unit members that a majority of unit members no longer wished to be represented by the Charging Party Union. Solem stated that Respondent could not continue negotiations with the Union and requested the Respondent withdraw recognition from the Charging Party, Er. Exh. 67.

Attached to Solem's letter was a 5 page document without page numbers, Er. Exh. – 2. As they appear in the record, the first and 5th pages of the document state that the undersigned employees do not want to be represented by the United Steelworkers. The first page contains 8 signatures. The fifth page contains one signature. The second, third and fourth pages of the document are blank pages with 11 signature lines. There are 9 signatures on page 2, 4 signatures on page 3, 1 on page 4. There is no evidence that anyone from Respondent, including Grimaldi or Tim Brink, Respondent's area manager, made any inquiry as to why pages 2, 3 and 4 had nothing but signatures lines and signatures, or why there were 2 empty signature lines on page 2; 7 on page 3 and 10 on page 4. Without such an inquiry, Respondent could reasonably conclude only that 9 of the 43 unit employees wished to terminate union representation.

Grimaldi sent the decertification petition to Tim Brink. Brink, without being specific about any one signature, testified that he recognized the signatures from seeing them on weekly tool-box sign-in sheets between 2012 and the summer of 2014. I discredit Brink's self-serving testimony insofar has he contends that he was able to verify the signature of every employee on the petition as a result of seeing them on toolbox sign-in sheets two years before the petition was

submitted to him. There is, for example, no evidence that every employee whose name appears on the petition was employed at Tru-Form at the time Brink reviewed these sheets. Respondent hired approximately 8 employees in unit positions since the summer of 2014. Thus, Brink would have had no way of knowing whether or not the signatures of these employees were authentic.[5] I do not credit his testimony that he recognized the signatures of new hires from documents he may have seen when these employees were hired or afterwards, Tr. 523-526, 533-34.

On November 29, 2016, Respondent withdrew recognition on the basis of number of names on the 5 sheets of paper it received by the NRTWF petition, Respondent's Answer, G.C. Exh. 1 (l) and 1 (i).[6]

Respondent failed to meet its burden of establishing that the Union lost majority support

The Board in *Levitz Furniture Co. of the Pacific,* 333 NLRB 717, 725 (2001) held that an employer withdraws recognition from an incumbent union at its peril. If the Union contests the withdrawal, the employer must prove that at the time it withdrew recognition the union had, in fact, lost majority support, *Veritas Health Services, Inc., d/b/a Chino Valley Medical Center v. NLRB,* No. 16-1058, slip opinion at 12 (D.C. Cir July 10, 2018).. It must also show that it had objective evidence of that fact **when it withdrew recognition**, *Highlands Regional Medical Center,* 347 NLRB 1404, 1407n. 17, 1413 (2006) and *Pacific Coast Supply, LLC v. NLRB,* 801 F. 3d 321, 331-34 (D.C. Cir. 2015). Respondent failed to establish that the Union had lost majority status as of November 29, 2016 and it failed to prove that it had objective evidence of a loss of majority status on November 29, 2016. Even under the pre-*Levitz* standard, Respondent did not have a reasonable basis for concluding that the Union had lost majority status at the time it withdrew recognition.

The document on which an employer relies in withdrawing recognition must unambiguously state that the signers, constituting a majority of the bargaining unit, do not wish to be represented by the Union, *Highlands Regional Medical Center,* 347 NLRB 1404, 1406 (2006); *Liberty Bakery Kitchen, Inc.,* 366 NLRB No. 19 slip opinion page 1, n. 1 (2018), *Anderson Lumber Co.,* 360 NLRB 538 (2014); *DaNite Sign Co.,* 356 NLRB 975, (2011). [7]

[5] Employee Donald Crispell, who signed the petition and testified at the instant hearing, was hired in July 2015. Employee witness Michael Shovlin also appears to have been hired after 2014. There is no evidence as to when most of the employees whose names appear on the petition were hired.

[6] I discredit other reasons given by Rick Grimaldi, such as that the Union prevailed by only 2 votes in 2014, the support of some employees in Respondent's objections to the election and turnover in the unit, Tr. 698-99. Respondent's withdrawal letter to the Union relied only on the NRTWF document; the Answer gives that as the only reason for withdrawal, G.C. Exh. 1(a), and plant manager Tim Brink testified that he relied solely on this document in deciding to withdraw recognition, *see RTP Co.*, 334 NLRB 466, 469 (2001) enfd. 315 F. 3d 951 (8th Cir. 2003). Moreover, none of the additional reasons cited by Grimaldi would be sufficient to justify withdrawal of recognition as a legal matter, e.g., *Liberty Bakery Kitchen, Inc.,* 366 NLRB No. 19 slip opinion page 11, n. 25 (2018) regarding closeness of the representation election; *Barclay Caterers,* 308 NLRB 1025 n. 2 (1992) regarding employee turnover.

[7] When an employer has objective evidence tending to show the union's loss of majority status, it assumes the risk that the evidence on which it relies will be determined later not to show an actual loss of majority status, *Highlands Regional Medical Center,* 347 NLRB 1404, 1406-1407, n. 15 (2006).

First of all, in the absence of additional evidence, a 5-page document in which 3 of the pages are blank containing 14 of the 23 signatures does not satisfy Respondent's burden to establish the Union had lost majority support, or even that it had a good faith belief that such was the case. Thus, when it withdrew recognition, Respondent had objective evidence only that 9 of the 43 unit employees no longer wanted union representation

Furthermore, the evidence adduced by Respondent in this hearing (assuming for the sake of argument that Respondent can rely on such evidence) does not establish that 8 of these 14 employees knowingly signed a petition eschewing union representation. On the basis of the testimony of Russell Finch and Donald Crispell, I conclude that Respondent has established after the fact that the 7 employees who signed the petition on October 14 on page 2, at Mike Shovlin's truck saw page 1 of the petition and knew what they were signing.[8] Thus, Respondent over a year after it withdrew recognition, Respondent has established only that 15 employees, the 8 on page 1 and 7 of the signatories on page 2 expressed a desire that the Union no longer represented them.

Anti-Union employee William Berlew testified to the circumstances under which the following employees signed the document submitted to Respondent via the National Right to Work Legal Defense Foundation. He testified that he obtained the signatures of Steve Bukowski, Stan Cegelka, Ronald Garry, Adam Mewhort, Brian Mikolosko, Steven Brotzman and Robert Wallace. Berlew testified that the all five pages of the document were kept in a manila envelope and were presented to each of these employees as he watched them sign. Berlew signed the petition first.

Steven Brotzman testified that when he signed the petition on October 19, Berlew only presented him with one blank sheet with signatures and signature lines on it. He testified that he did not see any document with the verbiage on pages 1 and 5 indicating that the signatories did not want to be represented by the Union. Further, he stated that he understood that the signatories were asking for another election.

Respondent attacked Brotzman's credibility on the grounds that he was not entirely forthcoming as to the reasons it fired him in January 2018. However, I credit his testimony and discredit that of Berlew. First of all, Brotzman admitted on direct examination that he was terminated. Brotzman testified the reason was poor quality, while Tim Brink credibly testified that Brotzman was terminated for falsifying inspection reports. Since neither reason reflects well on Brotzman, I see no reason to discredit his testimony about what he signed. I also credit Brotzman on account of the mysterious and unexplained peculiarities with regard to signatures on pages 3, 4 and 5 of the document which are explained below.

The circumstances surrounding pages 3, 4 and 5 give credence to Brotzman's testimony and led me to discredit that of Berlew. Berlew was directed to the National Right to Work Legal Defense Foundation by plant manager Tim Brink. He testified that he downloaded the

[8] I will ignore the fact that the testimony of Respondent's witnesses Crispell and Shovlin are not consistent regarding the circumstances in which employees signed the petition on October 14. Crispell testified employees got in the truck; Shovlin testified he wouldn't let anyone inside his truck, Tr. 800-802, 808.

documents which constituted the petition from the foundation's website. At some point he gave the petition to Aaron Solem at the NRTWF, who transmitted the documents to Respondent. One would expect someone at NRTWF to review the document to determine whether it would satisfy the Board's long-standing requirements for decertification petitions. An obviously cleaner petition would have expressly stated on each page that the employees no longer wanted to be represented by the Union. It should have been relatively easy for the NRTWF to send Berlew back to have the 14 employees sign such a petition if they did not want union representation—particularly since there seems to have been no rush.[9]

Mike Shovlin also testified to the circumstances under which he and a number of other employees signed the petition. He testified that on a break on the third shift on October 14, Brian Kusik, Ken Harrison, Don Crispell, Kerry Lauer, Russell Finch, Andrew Stout and Brian Turner lined out outside his truck in Respondent's parking lot and signed the document on the cab of his truck; Shovlin testified that all five pages of the document were in a manila envelope and available to those who signed. Since this testimony is corroborated by Crispell and Finch, I find that these employees knew they were signing a petition to end their representation by the Union.

Shovlin also testified to the circumstances under which Joseph Petrak on October 19 and Bryan Filipkoski and Gary Cox on October 20, signed the document on page 3. After getting the signatures on October 14, 19 and 20, he testified that he returned the document in the manila envelope to Berlew, Tr. 806. If this is so, it leaves unexplained how Berlew had all 5 pages to present to Brotzman on October 19. If Shovlin had returned the 5-page document to Berlew after obtaining the signatures on October 14, there is no evidence to support a finding that he presented Petrak, Filipkoski and Cook anything other than a blank sheet of paper. The fact that Berlew testified that he obtained Brian Mikolosko's signature on October 14, Brotzman's on October 19 and Bob Wallace's on October 20, strongly suggests that Shovlin was not in possession of the entire petition on October 19 and 20.

Shovlin testified that Petrak told him that he was interested in signing the petition. Shovlin testified that he got "the paper in the envelope" and had Petrak, Filipkoski and Cook sign He testified that Petrak signed at a Dunkin Donuts; Filipkoski and Cook signed in a locker room while on break. Shovlin did not testify as to when Berlew returned the petition to him. According to Berlew, he had the petition on October 19 when he had Steve Brotzman sign it.

Berlew testified to getting the petition back in the manila envelope from Shovlin after the employees signed on October 14, Tr. 177. He did not testify that he ever gave the packet back to Shovlin. Thus, I discredit Shovlin's testimony that he presented the entire packet to Petrak, Filipkoski and Cook, none of whom testified in this proceeding. For this petition to be valid there would have to be evidence that Berlew presented the entire packet to Brotzman on October 19 and then gave it back to Shovlin to obtain the signatures of Petrak, Filipkoski and Cook and

[9] Berlew testified that he instructed Kevin Foster (p. 5 of Er. 2) to go online and download the petition and "just make sure that it had that header on the top," Tr. 174. Thus, he understood how important it was to have this verbiage on each page of the document. It would have been easy for Berlew to instruct Shovlin to do the same thing when he approached Petrak, Filipkoski and Cook. Either one or the other had page 1 of the document on October 19 and 20, but not both.

got it back on October 20 to obtain the signature of Bob Wallace, who signed page 3 on the same day as Filipkoski and Cook.

Sholvin offered no convincing explanation as to why Petrak, Filipkoski and Cook signed on page 3, when there were 2 empty signature lines on page 2; Tr. 817-20. On this basis I find that Respondent has not established that Petrak, Filipkoski and Cook signed anything other than a blank piece of paper. Since I credit Brotzman, as opposed to Berlew, I conclude that Respondent has not established that Bob Wallace signed anything other than a blank sheet of paper. Berlew offered no explanation as to why Wallace did not in the blank signature lines on page 2.

There is also absolutely no credible evidence confirming that the signatures of Timothy Ancherani or Kevin Foster are authentic, who obtained these signatures, or the circumstances under which their signatures appear on pages 4 and 5 of the document respectively.[10]

Even assuming that Ancherani's signature is authentic, I can only conclude that he signed a blank document. William Berlew testified that Shovlin obtained Foster's signature, Tr. 174. However, Shovlin did not mention Foster when he discussed the signatures he obtained. The NRTWF brief filed on behalf of Berlew states that Josh Antosh obtained Kevin Foster's signature, Br. at 7 and n. 4. I find this has not been established. First it is inconsistent with Berlew's claim that Shovlin obtained Foster's signature. Moreover, I give no credence to the argument made that although Antosh did not mention Foster's name, the record establishes that Antosh obtained Foster's signature, Tr. 774. Antosh was able to name other employees he solicited to sign the petition, but not Foster. The unnamed individual to whom Antosh spoke could be any employee who signed after him. Moreover, there is nothing in Antosh's testimony explaining why Foster's signature appears on a sheet separate from all others or why if he had Foster sign the petition it does not appear on page 2 or 3 or 4 in the blank signature lines.

There is no evidence as to when Ancherani or Foster began working at the Tru-Form plant; thus there is no basis for concluding that Tim Brink could have determined that their signatures were authentic. Without establishing the validity of these 2 signatures, Respondent has not established that a majority of the bargaining unit wanted Respondent to withdraw recognition. Without these 2 names, the number of valid names is reduced to 21 of 43 unit employees. Without establishing that Brotzman, Ancherani, Foster, Petrak, Filipkoski and Cook knowingly signed a petition asking for withdrawal of recognition, Respondent has only established that 17 of the 43 names can be counted as desiring withdrawal.[11]

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[10] Similarly, there is no evidence authenticating the signature of Jonathan Buselli or the circumstances under which he signed the petition. Mike Shovlin and Josh Antosh testified that they received the petition from Buselli, Tr. 773, 805, but neither testified that they saw Buselli sign the petition, nor did anyone else. On the other hand, Berlew testified that he gave the petition to directly to Antosh, Tr. 176. Buselli did not testify in this proceeding. Thus, at a minimum, Respondent's evidence for the proposition that Buselli signed the petition is inconsistent.

[11] Actually, only 16 if you subtract Buselli. Respondent called a number of witnesses to testify as to the circumstances under which they signed on pages 1 and 2 of the petition: Berlew, Cegelka, Antosh, Shovlin, Crispell, and Finch. The General Counsel called Adam Mewhort and Steven Brotzman. None of the employees whose names appear on pages 3, 4 and 5 of Er. Exh. 2 testified.

It is noteworthy that the names of Ancherani and Foster appear on the last two pages of the document. With regard to Ancherani, Respondent has offered no explanation as to why his name does not appear in the blank spaces on pages 2 and 3. This confirms my conclusion that Respondent has not shown that Ancherani, even if he signed the document, knew what he was signing.

Josh Antosh testified about Ancherani as follows:

> Q. Did you ever talk to Tim Ancherani about the petition?
>
> A. I talked to -- the only time I talked to Tim about it was after I asked if Billy [Berlew] got ahold of him, and he said Billy finally got ahold of him.
>
> MR. KALTENBACH: I object on hearsay grounds.
>
> JUDGE AMCHAN: Overruled.
>
> THE WITNESS: But it was after Billy had already -- I asked him if Billy got -- if Billy asked him to sign the paper, and he said, yes, he finally got ahold of him, that he was -- actually get aggravated that nobody asked him to sign the paper earlier.
>
> Q. BY MS. HALBER: I'm sorry, who was aggravated?
>
> A. Timothy, Timothy Ancherani.

Tr. 774-75.

Berlew, however, testified as to the signatures he obtained and did not mention Ancherani. Thus, I do not credit Antosh's testimony above. Stan Cegelka's hearsay testimony at Tr. 826-27, cited by the NRTWF brief at page 10 also fails to establish that Ancherani (and Bob Wallace) knowingly signed a document indicating that they no longer wished to be represented by the Union. Indeed, Cegelka's testimony that both Ancherani and Wallace were "up in the air" about the petition when he spoke to them about it, makes it more important that when they signed, they understood exactly what the document meant (assuming that Ancherani's signature is genuine).

I find that Respondent failed to establish that the Union had lost majority support and therefore violated Section 8(a)(5)and (1) of the Act in withdrawing recognition from the Union and refusing to bargain with it after November 29, 2016. *Ambassador Services,* 358 NLRB 1172 fn.1, 1182 (2012); 361 NLRB 939 (2014) enfd. 622 F. Appx. 891 (llth Cir. 2015); *Latino Express, Inc.,* 360 NLRB 911, 925 (2014), *Flying Foods Group,* 345 NLRB 101, 103-04 (2005) enfd. 471 F. 3d 178 (D.C. Cir. 2006). *Also see, Pacific Coast Supply,* 360 NLRB 538 (2014) enfd. 801 F. 3d 321 (D.C. Cir. 2015).[12]Respondent failed to establish that it had objective

[12] Since *Levitz,* an employer may not withdraw recognition from an incumbent union on the basis of

evidence that the Union lost majority support at the time it withdrew recognition and even a year and a half later has failed to establish that the Union had lost majority support as of November 29, 2016.

I reach this conclusion because Respondent failed to establish that 7 of the 23 document signers signed anything other than a blank sheet of paper and that Respondent did not establish the authenticity of the signatures of Timothy Ancherani and Kevin Foster. Even assuming that the some of the employees on page 2 knew what they were signing, Respondent failed to establish that Brian Mikolosko, Steve Brotzman, Timothy Ancherani, (assuming his signature is authentic), Joseph Petrak, Bryan Filipkoski, Greg Cook and Bob Wallace signed anything other than a blank document or that they knew that they were signing a petition to decertify (or get rid of) the Union.

The NRTWF notes at page 11-12 of its brief that every employee who testified said he signed the petition with the first page present and that every employee who testified reaffirmed that they did not want USW representation. However, it is also true that none of the signatories whose intentions are most questionable testified.

Alleged tainting of the decertification petition by Respondent's alleged unremedied unfair labor practices.

The General Counsel and the Charging Party Union contend that Respondent illegally withdrew recognition. First, they contend that the decertification petition does not establish that the Union lost majority support as of November 29, 2016 . Secondly, they contend that the petition was tainted by a number of unremedied unfair labor practices: an illegal confidentiality policy; showing up late to a number of bargaining sessions; failing to give the Union an opportunity to negotiate over the amount of an annual wage increase; sending several employees, who were on light-duty, home for several days; refusal to bargain over economic issues; refusal to provide a response to a number of Union contract proposals; failure to provide or delay in providing to the Union information it requested concerning wage rate increases, bonuses, monetary awards or other payments; failure to provide the Union information it requested regarding Respondent's health insurance plans; and refusal to provide the Union with information regarding its prices, labor costs and primary competitors.

Complaint paragraph 6: Maintenance of Wyman-Gordon Confidentiality Statement

Respondent has maintained the following confidentiality statement in its employee handbook since at least 2012:

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an incorrect, but good faith belief that the Union has lost majority status. Even under the pre-*Levitz* standard, Respondent would have violated the Act in this case. All the evidence about how careful Berlew and Shovlin were in presenting employees with all 5 pages of the petition was not known to Respondent when it withdrew recognition. Respondent withdrew recognition on the basis of a 5 page document, 3 of which were blank and contained 14 of the 23 names collected. Thus, Respondent could not have known, for example, if these employees no longer wanted to be represented or simply no longer wanted to be union members, or wanted another election, or had no idea what they were signing, *Pacific Coast Supply,* 360 NLRB 538 (2014) enfd. 801 F. 3d 321 (D.C. Cir. 2015).

The impression that customers have of our corporation will be based, in part, on the way we handle their records and information. As professionals, we must respect the customer information with which we are entrusted and ensure that it is handled with care and remains in the control of Wyman-Gordon at all times. If we are careless with their information, the customer may conclude that we have the same attitude towards our technical work.

As an employee of Wyman-Gordon, you understand that all customer, supplier and staff information is confidential and may not be disclosed to anyone, except where required for a business purpose. Also, copying, removing, allowing unauthorized access to any Company, customer or supplier documents, paper files, computer files or mailing lists, Company or customer proprietary information and processes or any form of distribution of customer, supplier or company information is not allowed. Personal employee information, such as address, phone numbers, social security numbers, etc., is not to be discussed, copied, released or provided to any other employee within the Company.

All employees are required to acknowledge the Intellectual Property Agreement of Wyman-Gordon. Any employee who breaches the confidentiality requirement will be subject to discipline, up to and including discharge.

Each new employee had to sign for and acknowledge receipt of the handbook.

Applying the Board's recent decision in *The Boeing Company,* 365 NLRB No. 154 (2017), I find this rule unlawful insofar as it prohibits employees from exchanging or providing to other employees, the addresses, phone numbers, email addresses or other methods of communication. Under Boeing, I consider this a "Category 3" rule in that it obviously inhibits employees from communicating with each other about wages, hours and other terms and conditions of employment. Although, as Respondent points out, it is a defense contractor with various security clearances, its legitimate interests do not need such a broad prohibition. First of all, one can assume that if some maintenance and production employees are required to have security clearances, they all are. Thus, sharing of means of communication with others with the same security clearance cannot compromise Respondent's legitimate interests.

Secondly, the fact that Respondent has apparently never enforced the rule to prohibit such inter-employee communication, indicates that has no legitimate interest in maintaining the rule in this regard, as does the fact that Respondent provided to the Union employees' names, addresses and telephone numbers in response to the Union's information requests, Er. Exh. 5. It thus is quite evident that Respondent's legitimate interests can be protected by a narrower rule that does not prohibit employees from exchanging contact information.

Other the other hand, there is no basis for concluding the maintenance of this rule had any tendency to cause employees to become disaffected from the Union.

Complaint paragraph 7: Refusal to meet at reasonable times, i.e., repeatedly showing up late

The General Counsel introduced evidence that Respondent was repeatedly late to bargaining sessions starting with the session on July 12, 2016. Respondent also introduced evidence on this issue. I find that the record establishes the following:[13]

At the first bargaining session on September 17, 2015, the parties negotiated ground rules for the negotiations, G.C. Exh.– 8, which specified that bargaining sessions would last up to four hours, unless otherwise mutually agreed upon and that each party had the right to caucus at any time for a reasonable period. The party requesting a caucus was required to inform the other party of the anticipated length of the caucus.

July 12: Scheduled start 10:00; Respondent arrives 10:18. Respondent caucused for 3 hours and the parties left the session at 1:35.p.m. at the Union's initiative. Prior to the withdrawal of recognition, the Union did not complain about Respondent's caucuses.

August 12; At the Union's request, negotiations were rescheduled from 10:00 to 11:00 a.m. Negotiations started at 11:02.

August 26: Scheduled 10:04; Respondent arrives 11:04. Rick Grimaldi testified that he initially picked up the wrong binder to bring to negotiations and had to return to his office to obtain the correct one. The Union Chief Negotiator was Nathan Kilbert. This was the first session he attended. The parties negotiated for 3 ½ hours. Respondent initiated the end of the session.

September 1: Start 10:00; Respondent arrives 10:26. The Union Chief Negotiator was Nathan Kilbert. The session ended at about 3 p.m. at the suggestion of the Union. The Union caucused for about an hour and then the parties took about an hour lunch break.

September 12: Start 10:00; Respondent arrives 10:51. The Union caucused at 11:15; negotiations resumed after lunch at 1:17. Negotiations ended at 4:34. Rick Grimaldi was late due to being caught in an accident-related traffic jam. The Union Chief Negotiator was Nathan Kilbert.

September 22: Negotiations started at 10:07. The Union negotiators left without notifying Respondent between 2:00 and 2:11. The Union Chief Negotiator was Joseph Pozza.

October 11: Start 10:00; Negotiations begin at 10:57. The Union Chief Negotiator was Joseph Pozza. Negotiations ended at 3:38, although Respondent offered to stay later.

October 12: Negotiations start at 9:04. The Union Chief Negotiator was Joseph Pozza.

[13] The complaint mentions 9 of the 13 negotiating sessions between July 12 and November 17. It omits the August 12, September 22, October 12 and November 10 sessions.

October 26: Start 10:00; Respondent arrives 10:54. The parties continued bargaining until 11:22 p.m. The Union claims that only 3 hours and 11 minutes were spent bargaining; Respondent denies this. Both parties caucused during the session. The Union Chief Negotiator was Nathan Kilbert.

October 27: Start 09:00; Negotiations start at 09:16. Respondent arrives at 9:02. Management representatives told the Union that lead negotiator Rick Grimaldi was printing a counter-offer. The session ended at about 4:00 p.m. During negotiations, Respondent presented the Union with a counter-offer on seniority. The Union Chief Negotiator was Nathan Kilbert.

Saturday November 5: Start 08:30; Respondent arrives 08:49. The Union Chief Negotiator was Joseph Pozza, who suggested ending the session at 11:42 a.m.

November 10: Start 09:00; Respondent arrives 09:42. The Union Chief Negotiator was Joseph Pozza.

November 17 (the last bargaining session): Respondent at 9:43. The Union Chief Negotiator was Joseph Pozza. Respondent ended the session at about 4:00 p.m.

I am unable to conclude that Respondent's failure to start negotiations on time on various occasions materially impeded negotiations. Therefore, I dismiss complaint paragraph 7(b).

Complaint paragraph 8: failure to negotiate over the amount of an annual wage increase

Respondent had a practice of giving unit employees a wage increase on or about August 1 of every year. Typically, this increase ranged from about 40 cents to 70 cents per hour. In 2012 the increase was 65 cents per hour; in 2013, 70 cents plus a 5 cent increase in the shift differential; in 2014, 57 cents; in 2015, 50 cents. In 2016, unit employees did not get a wage increase on or about August 1. The first they learned of this was in early August when they did not see such an increase in the paychecks.

On August 12, Respondent informed the Union that it would give a wage increase retroactive to August 1, but had not determined the amount. The parties discussed the wage increase again on August 26.

In January 2017, employees received a 15 cent per hour increase retroactive to August 1, 2016. In November 2017, they received a 70 cent increase.

Respondent was generally required to maintain the status quo while bargaining with the Union for an initial contract. When a term or condition of employment, such as an annual wage increase, is scheduled to occur during bargaining, an employer may (assuming the amount of the increase is discretionary) decline to implement the increase so long as it provides the union notice that it will not be raising wages and provides an opportunity to bargain over the change, *Stone Container Corp.,* 313 NLRB 336 (1993).

In the instant case Respondent failed to make the wage adjustment or notify the Union before the scheduled date of the recurring increase occurred. I find that it violated Section 8(a)(5) and (1) as a result. However, I do not conclude that this violation would have tainted a valid decertification petition. Respondent and the Union began bargaining about the increase on August 12 and employees were informed that any increase agreed upon would be retroactive to August 1, 2016. Had Respondent complied with its obligation of advance notice, the effect on employee morale would have been no different. Employees would have been waiting for months to find out the amount of their annual increase.

Complaint paragraph 9: sending light duty employees home without notifying and bargaining with the Union

In October 2016, 5 of Respondent's employees were on light duty. On October 14, without notifying the Union and offering to bargain, Elizabeth Griffiths, Respondent's environmental, health and safety manager, sent these 5 employees home. She did this in a telephone call with plant manager Tim Brink and Human Resources Administrator Leah Leikheim on the line, Tr. 233-35. The 5 employees were recalled to work after missing 3 days of work. At least 3 of these employees were paid for the days off. 1 or 2 may not have been paid for 1 of the days off. Union Local President Brian Collura had been on light duty since January 2016 and was never sent home prior to October 14.

Respondent had an established past practice of providing light duty work to employees on workers compensation. Thus, it was not privileged to discontinue this practice regardless of what its written policies stated. It is not a defense to an illegal unilateral change that it was the result of miscommunication between different agents of Respondent. Moreover, G.C. Exh. 3 establishes that, contrary to Respondent's assertion, this unilateral change was not merely an error on the part of Elizabeth Griffiths, Respondent's environmental, health and safety manager. This change was ratified by Brad Georgetti, Respondent's human resources director. It was only corrected after the Union filed an unfair labor practice charge about the change on October 17 (04-CA-1862821).

While Respondent almost immediately remedied this violation, it did not adequately repudiate it, per *Passavant Memorial Area Hospital,* 237 NLRB 138 (1978). If the decertification were valid, this violation did not taint it. As Respondent points out, in communications with approximately 30 unit members, the Union took credit for making Respondent return the employees to light duty almost immediately, Tr. 77, G.C. Exh. 6, Union bargaining update of October 26, 2016.

Complaint paragraph 10: (a) and (b) refusal to bargain over economic issues; Complaint paragraph 10 (c)-(f) failure and refusal to provide a response to the Union's September 15, 2015 bargaining proposal.

Respondent insisted throughout negotiations that pursuant to the ground rules that the parties negotiated for bargaining on September 17, 2015, it was not required to and would not bargain about economic matters until all non-economic matters were resolved, G.C. Exhs. 9 and

29, Er. Exh. 3, bargaining notes of August 26, 2016. The ground rules, G.C. Exh-8, provide in this regard:

> #5 All proposals and counter-proposals will be made in writing. Sufficient copies should be made available for the other party. Language proposals will be discussed prior to the discussion of economic proposals. Handwritten proposals will be acceptable.

The parties, however, did make exceptions, such as bargaining over employee health insurance contributions while negotiations were ongoing. Respondent's health insurance contract came up for renewal on June 1 of each year.

On October 17, 2016, the Union sent Respondent a letter in which it asked Respondent to be prepared to discuss the Union's economic proposals at the session scheduled for October 26 and 27. The letter, signed by Business Representative Joseph Pozza, stated that the Union believed that the Company had withdrawn from the ground rules agreement regarding discussion of economics. Further, it stated, "this agreement has outlived its usefulness." The Union also asked for more bargaining dates as soon as possible and multiple day sessions

I conclude that Respondent violated Section 8(a)(5) and (1) in refusing indefinitely to bargain about economic matters until non-economic matters were resolved. *John Wanamaker Philadelphia,* 279 NLRB 1034 (1986); *Detroit Newspapers,* 326 NLRB 700, 704 and n. 11 (1998); *Adrian Daily Telegram,* 214 NLRB 1103, 1110-1112 (1974). First of all, the ground rules, by their terms do not require resolution of all non-economic items prior to bargaining about economics. Secondly, even if they did, Respondent was not privileged to demand adherence to the ground rules after almost a year of bargaining with little progress.

At the parties first bargaining session, September 17, 2105, the Union presented Respondent with a complete contract proposal. This proposal was modeled after the Union's contract with another Wyman-Gordon facility in Pennsylvania, known as "Mountain Top."

On August 26, 2016, at the bargaining table, the Union demanded a comprehensive response. It reiterated this demand in a letter to Rick Grimaldi dated August 31, 2017, G.C. Exh. 27. Respondent never gave the Union a comprehensive response.

Prior to August 26, 2016, Respondent had provided a response or counter proposal to 7 of the 29 articles in the Union's 2015 proposal; Dues check off, union shop, management rights, strikes and lockouts, death in the family (bereavement), jury duty and shoe allowances. Between August 26 and the last bargaining session on November 17, Respondent provided proposals or counter-offers to the Union's proposal on recognition, grievances, arbitration, seniority and reduction in force, job postings federal and state laws and the payday.

It is uncontroverted that Respondent never provided a written response to the 2015 union proposals on reporting pay, call-in pay,[14] insurance benefits and employee contributions during

[14] This is not addressed in the employer's proposal, Er. Exh. 52. However, Respondent contends that its absenteeism and tardiness proposal is responsive.

the term of the contract,[15] hours, vacation, holidays, wage increases during the term of the contract, new classifications and rates, 401(k) plan, rights and assigns, termination and reopening of the contract, timekeeping, flexible spending accounts and COBRA.

I conclude that Respondent violated Section 8(a)(5) and (1) in its failure to make responsive proposals—particularly after August 26, *Fallbrook Hospital,* 360 NLRB 644, 652 (2014).[16] The continued lack of progress in negotiations due this failure was likely to cause dissatisfaction with the Union as evidenced from the timing of the decertification petition. Thus, even if there otherwise would have been a valid petition, I conclude that it would have tainted by Respondent's refusal to negotiate economic matters until all non-economic matters were resolved and its failure and refusal, over the course of 14 months, to make a comprehensive response to the Union's September 2015 proposal, *United Technologies,* 296 NLRB 571 (1989).

The Board's decision in *Master Slack,* 271 NLRB 78 (1984) describes 4 factors in determining whether or not an employer's unfair labor practices (ULPs) taint an otherwise valid decertification petition: 1) the length of time between the ULP and the withdrawal of recognition; 2) the nature of the illegal acts, including the possibility of their detrimental or lasting effect on employees; 3) any possible tendency to cause employee disaffection from the union and 4) the effect of the unlawful conduct on employee morale, organizational activities and membership in the Union.[17]

In the instant case, Respondent's refusal to negotiate on economic matters and its failure to make a comprehensive response to the Union's comprehensive proposal was ongoing at the time Respondent withdrew recognition. The continued dragging out of negotiations 14 months after they started and 2 ½ years after employees voted for union representation was likely to cause unit employees, other than those previously opposed to union representation, to support a decertification petition circulated by anti-union employees out of a sense that continued representation was a futile exercise. I thus find that assuming the decertification was valid, it was tainted by these violations and thus Respondent could not legally rely on such a petition to withdraw recognition.

Complaint paragraph 11: alleged delay or failure to respond to the Union's August 12, 2016 information request

On August 12, 2016, the Union requested the following information from Respondent for which the General Counsel alleges an unfair labor practice Er. Exh. 7 requests 2, 4 and 5:

1) The date and amount of any bonuses, monetary awards, lump sum or other payments, not made every payroll period between January 1, 2013 to the present.

[15] Tr. 360-63,589-90, Er. Exh. 53.

[16] The fact that the Regional Director dismissed a charge alleging bad faith bargaining in general does not preclude a finding that Respondent violated the Act in failing to make a comprehensive counter proposal or refusing to negotiate about economic matters, *Whisper Soft Mills, Inc.* 267 NLRB 813, 814-15 (1983).

[17] Consideration of these factors is unnecessary when an employer simply refuses to bargain with an incumbent union.

2) The mechanisms by which the payments not made every payroll period were calculated and a description of the information relied upon in determining the amount.

3) Any written description of Respondent's practices with respect to pay rate increases, bonuses, monetary awards, or other payments.

The complaint alleges that with respect to #1 above, Respondent violated the Act by providing the information late, i.e., not until November 1, 2018. With regard to items 2 and 3, the complaint alleges that Respondent violated the Act in not providing this information at all. In its brief, General Counsel appears to have abandoned its position with a failure to provide the information requested in items 2 and 3. He only presses his position on the delay in providing these items. The Union continues to contend that Respondent violated the Act in it failing to provide the formula by which Respondent calculated bonuses.

I find that the record is unclear as to when the information in item # 1 was provided, but that it clearly was provided prior to October 27. For this reason I find that the General Counsel has not proved that Respondent unreasonably delayed providing this information.

On October 26, 2016, Rick Grimaldi informed the Union that it was not entitled to sales figures, a factor by which Quarterly Cash Bonuses were determined. He refused to negotiate over a confidentiality agreement for this information, Er. Exh. 3. By refusing to negotiate a confidentiality agreement Respondent waived its claim of confidentiality, *Delaware County Memorial Hospital,* 366 NLRB No. 28, slip. Op. 8 (2018); *Postal Service,* 364 NLRB No. 27 (2016). It thus violated the Act by not providing the Union the sales figures.

Complaint paragraph 12: alleged failure to fully comply with the Union's August 31, 2016 information request.

The Union requested the following information from Respondent on August 31, 2016:

1) All health insurance plans for 2013 to 2016 and summary plan descriptions for January 1, 2013 to May 31, 2013;

2) Copies of written communications to unit employees announcing or explaining health insurance plans, benefits or contributions between January 1, 2013 and December 31, 2014.

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) by failing and refusing to provide this information to the Union. Respondent provided the Union the summary of its health insurance plans, but not the more comprehensive plan document, Tr. 597-99. The Union was entitled to the plan document, regardless of whether the company provided the summary. Respondent violated the Act in not providing it

While Respondent provided copies of written communications to unit employees announcing or explaining health insurance plans, benefits or contributions for 2015 and 2016, it never provided this information for the period between January 1, 2013 and December 31, 2014, Tr. 389, G.C. Exh. 35. It violated the Act in this respect.

Complaint paragraph 13: alleged refusal to provide information requested by the Union on September 6, 2016.

On September 6, 2016 and several times thereafter the Union requested the following information from Respondent:

1) The current prices for the five items produced by the facility that produce the greatest revenue;
2) All changes to the prices of these items between January 1, 2014 and the present;
3) the labor cost as a percentage of the price of each of these items as of the present and January 1, 2014, 2015 and 2016;
4) the identity of the Respondent's primary competitors for each of the five items and the current prices of their most equivalent products.

Respondent refused to produce any of this information to the Union. Respondent contends that because it did not claim an inability to pay the wage increases proposed by the Union, that the Union was not entitled to this information. However, the Union proposed wage increases in line with those the company had given for the past several years. Respondent told the Union it would not do so in 2016 because it did not want its customers to be faced with a 15% increase in its prices. I find the Union was entitled to the information request in order to determine whether the wage increases it was seeking would in fact result in a 15% increase in Respondent's prices, *Caldwell Mfg. Co.,* 346 NLRB 1159, 1159-60 (2006); *National Extrusion & Mfg. Co.,* 357 NLRB 127 (2011). Thus, I find that Respondent violated Section 8(a)(5) and (1) in refusing to provide this information to the Union. However, I see no relationship between this violation and the alleged loss (albeit unestablished) of the Union's majority status.

Remedy

I recommend that Respondent be ordered to recognize and on request bargain with the Union as the exclusive collective-bargaining representative of Respondent's production, maintenance and shipping employees at its Tru-Form plant in Plains, Pennsylvania for a period of not less than 6 months. If an understanding is reached, Respondent must sign an agreement concerning the terms and conditions of employment. I recommend a bargaining order because it is necessary to fully remedy the violations in this case for the following reasons:

(1) To vindicate the Section 7 rights of a majority of unit employees who have been denied the benefits of collective bargaining since November 29, 2016. It is only by restoring the status quo and requiring the Respondent to bargain with the Union for a reasonable period of time that the employees will be able to fairly assess the effectiveness of the Union in an atmosphere free of the Respondent's unlawful conduct.

(2) An affirmative bargain order also serves the policies of the Act by fostering meaningful collective bargaining and industrial peace. It removes the Respondent's incentives to delay bargaining in the hope of further discouraging support for the Union. It also ensures that the Union will not be pressured by the possibility of a decertification petition or by the prospect of imminent withdrawal of recognition to achieve immediate results at the bargaining table

following the Board's resolution of its unfair labor practice charges and the issuance of a bargaining order.

(3) A cease and desist order without a temporary decertification bar would be inadequate to remedy Respondent's withdrawal of recognition and refusal to bargain. It would permit another challenge to the Union's majority status before the taint of Respondent's previous unlawful withdrawal of recognition has dissipated. Allowing another challenge to the Union's majority status without a reasonable period for bargaining would be unjust also because the Union needs to re-establish its relationship with unit employees, who have already been without the benefits of union representation for over a year and half. Permitting another decertification petition may likely allow Respondent to profit from its unlawful conduct.

These aforesaid circumstances outweigh the temporary impact the affirmative bargaining order will have on the rights of unit employees who continue to oppose union representation.

ORDER

Respondent, Wyman Gordon Pennsylvania, LLC, Plains, Pennsylvania, is hereby ordered to

1. Cease and desist from:

(a) Withdrawing recognition from the United Steel Workers and failing and refusing to bargain with the Union as the collective bargaining representative of it production, maintenance and shipping unit employees.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that it relevant and necessary to the Union's performance of its function as the representative of Respondent's unit employees.

(c) Changing wages, benefits or other terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

(d) Refusing to negotiate economic terms and conditions of employment until all non-economic terms and conditions are agreed upon.

(e) Failing and Refusing to present to the Union a comprehensive response to the Union's September 2015 contract proposal.

(f) Maintaining a confidentiality policy that prohibits employees from exchanging contact information.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative of its production, maintenance and shipping employees at the Tru-Form plant in Plains, Pennsylvania concerning terms and conditions of employment for a period of not less than 6 months, and, if an understanding is reached, embody the understanding in a signed agreement.

(b) On request by the Union, rescind any changes in its unit employees' terms and conditions of employment that were unilaterally implemented since June 1, 2016.

(c) Furnish to the Union in a timely manner the information previously requested by the Union and unlawfully withheld as found in this decision.

(d) Rescind its confidentiality policy insofar as it prohibits employees from exchanging contact information.

(e) Within 14 days after service by the Region, post at its Plains Pennsylvania copies of the attached notice marked "Appendix."[18] Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 29, 2016.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated: Washington, D.C. July 13, 2018

Arthur J. Amchan

Arthur J. Amchan
Administrative Law Judge

18 If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT withdraw recognition from, and fail and refuse to recognize and bargain with the United Steelworkers Union as the exclusive collective bargaining representative of our production, maintenance and shipping employees.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's functions as the collective bargaining representative of our unit employees.

WE WILL NOT refuse to bargain with the Union about economic issues until all non-economic issues have been resolved.

WE WILL NOT fail to give the Union a comprehensive response to its proposals for a collective bargaining agreement.

WE WILL NOT change your wages, benefits, or other terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize and, on request, bargain for a period of not less than 6 months with the United Steelworkers Union as the exclusive collective bargaining representative of our production, maintenance and shipping employees, and if an understanding is reached, embody the understanding in a signed agreement.

WE WILL, upon the Union's request, rescind the changes in the terms and conditions of employment that were unilaterally implemented since June 2016.

WE WILL upon request provide the Union with comprehensive responses to its proposals for a collective bargaining agreement.

WE WILL furnish to the Union in a timely manner the information previously requested prior to November 29, 2016 and unlawfully withheld.

WYMAN GORDON PENNSYLVANIA, LLC

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404

(215) 597-7601, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/04-CA-182126 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (215) 597-5354.